

FILED
JUN 14 2010
BANKRUPTCY COURT
OAKLAND, CALIFORNIA

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

In re:

Case No. 09-72300 EDJ

MICHAEL JOHN MUHA and
DEBORAH SUE MUHA,
Debtors.

Chapter 13

ORDER VALUING LIEN OF WELLS
FARGO BANK NA

Hearing Date: May 13, 2010
Time: 3:30pm
Room: 215

On January 5, 2010, Michael and Deborah Muha (hereinafter Debtors) served a motion to value the lien of Wells Fargo Bank NA (hereinafter Lienholder) against the property commonly known as 3578 Yacht Drive, Discovery Bay, CA 94505, which lien was recorded in Contra Costa County on or about February 10, 2004 as document 004281000 (hereinafter the Lien).

The court finds that notice of the motion upon Lienholder was proper. Lienholder having withdrawn verbally its opposition to Debtors' motion, the court hereby orders as follows:

1 (1) For purposes of Debtors' chapter 13 plan only, the Lien is
2 valued at zero, Lienholder does not have a secured claim, and the Lien
3 may not be enforced, pursuant to 11 U.S.C. §§ 506, 1322 (b) (2) and
4 1327. Lienholder shall nevertheless have an unsecured claim on the
5 subject obligation of \$62,139 and relating to the Second Deed of
6 Trust.

7 (2) This order shall become part of Debtors' confirmed chapter 13
8 plan.

9 (3) Upon entry of a discharge in Debtors' chapter 13 case, the
10 Lien shall be voided for all purposes, and upon application by
11 Debtors, the court will enter an appropriate form of judgment voiding
12 the Lien.

13 (4) If Debtors' chapter 13 case is dismissed or converted to one
14 under another chapter before Debtors obtain a discharge, this order
15 shall cease to be effective and the Lien shall be retained to the
16 extent recognized by applicable nonbankruptcy law, and upon
17 application by the Lienholder, the court will enter an appropriate
18 form of order restoring the Lien to its original status, less any
19 credits for monies actually paid on the note secured by the Second
20 Deed of Trust.

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1 (5) Except as provided by separate, subsequent order of this
2 court, the Lien may not be enforced so long as this order remains in
3 effect.

4 **Approved as to form and content:**

5 Dated: June 11, 2010

Law Offices of Austin P. Nagel
By Austin P. Nagel
Austin P. Nagel
Attorney for Wells Fargo Bank,
NA on Second Deed of Trust

9 **So Ordered:**

10 Dated: June 14, 2010

Hon. Edward D. Jellen
UNITED STATES BANKRUPTCY JUDGE

12 *** END OF ORDER ***

COURT SERVICE LIST

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